

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
MARGARET RATNER KUNSTLER, DEBORAH
HRBEK, JOHN GOETZ & CHARLES GLASS,

Plaintiffs,

v.

CENTRAL INTELLIGENCE AGENCY, MICHAEL R.
POMPEO, DAVID MORALES GUILLEN
and UNDERCOVER GLOBAL S.L.,

Defendants.
-----X

22-cv-6913 (JGK)

**AFFIRMATION OF
SERVICE**

BRIAN S. LEVENSON, an attorney duly admitted to practice law before the Courts of this State and the Southern District of New York, aware of the penalties for perjury, hereby affirms that the following statements are true:

1. I am not a party to this action. I am over 18 years of age and reside in New York, NY.
2. On July 20, 2023, I served copies of the Order to Show Cause (ECF 56), the Declaration of Brian Levenson with Exhibits 1 Statement of Damages and Exhibit 2 Clerk's Certificate of Default (ECF 53, 53-1, 53-2), memorandum of law (ECF 54), and proposed default judgment (ECF 55) on defendants David Guillen Morales ("Morales") and Undercover Global S.L., ("UC Global) by placing copies of the Order in an envelope in the custody and care of Fedex for International Priority shipment, and addressed as follows:

David Guillen Morales
Calle Padre Ruiz Candil
Num. 28
Jerez De la Frontera 11405
Tracking # 7727 8153 1380

UC Global S.L.
Calle Cerrajería
Num 5
Jerez De La Frontera 11406
Tracking # 7727 8177 1474

3. Copies of the Fedex shipping slips are annexed hereto as Exhibits 1 and 2. The Fedex envelopes are currently in transit and scheduled to be delivered on Friday July 21, 2023.

4. The addresses on the shipping slips in the FedEx envelopes are the same addresses Plaintiffs used to serve defendants Morales and UC Global with the Summons and Complaint in this action (ECF 18-19).

Dated: New York, New York
July 20, 2023



Brian Levenson

ORIGIN ID: OGS A (212) 542-8882 RICHARD ROTH, ESQ. 22ND FLOOR NEW YORK, NY 10017 US SIGN. RICHARD ROTH, ESQ.	SHIP DATE: 19JUL23 ACTWGT: 0.50 LB CAD: 105784292JINET4640 BILL SENDER NO EEI 30.37(6)
TO DAVID MORALES GUILLEN	
CALLE PADRE RUIZ CANDIL NUM. 28 JEREZ DE LA FRONTERA 11405 REF: 2125428862 INV/ PO: DEPT: (ES) 583J4I6AE4I9AE3	
	
	
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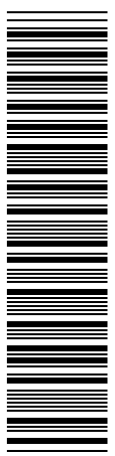
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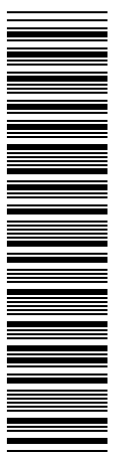
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The Warsaw Convention, as amended, will then govern and in most cases limit FedEx's liability for loss, delay of, or damage to your shipment. The Warsaw Convention, as amended, limits FedEx's liability. For example in the U.S. liability is limited to \$9.07 per pound (20\$ per kilogram), unless a higher value for carriage is declared as described below and you pay any applicable supplementary charges. The interpretation and operation of the Warsaw Convention's liability limits may vary in each country. There are no specific stopping places which are agreed to and FedEx reserves the right to route the shipment in any way FedEx deems appropriate. ROAD TRANSPORT NOTICE. Shipments transported solely by road to or from a country which is a party to the Warsaw Convention or the Contract for the International Carriage of Goods by Road (the "CMR") are subject to the terms and conditions of the CMR, notwithstanding any other provision of this Air Waybill to the contrary. For those shipments transported solely by road, if a conflict arises between the provisions of the CMR and this Air Waybill, the terms of the CMR shall prevail. LIMITATION OF LIABILITY. If not governed by the Warsaw Convention, the CMR, or other international treaties, laws, other government regulations, orders, or requirements, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment is limited by this Agreement and as set out in the terms and conditions of the contract of carriage. Please refer to the contract of carriage set forth in the applicable FedEx Service Guide or its equivalent to determine the contractual limitation. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional U.S. \$100 (or equivalent local currency for the country of origin) of declared value for carriage. 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FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, non-delivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items or in instances beyond our control, such as acts of God, perils of the air, weather conditions, mechanical delays, acts of public enemies, war, strike, civil commotion, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. NO WARRANTY. We make no warranties, express or implied. CLAIMS FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR TARIFF, APPLICABLE FEDEX SERVICE GUIDE, OR STANDARD CONDITIONS OF CARRIAGE FOR DETAILS. The Warsaw Convention provides specific written claims procedures for damage, delay or non-delivery of your shipment. Moreover, the interpretation and operation of the Warsaw Convention's claims provisions may vary in each country. Refer to the Convention to determine the claims period for your shipment. The right to damages against us shall be extinguished unless an action is brought within two years, as set forth in the Convention. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from the transportation charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection. MANDATORY LAW. Insofar as any provision contained or referred to in this Air Waybill may be contrary to any applicable international treaties, laws, government regulations, orders or requirements such provisions shall remain in effect as a part of our agreement to the extent that it is not overridden. The invalidity or unenforceability of any provisions shall not affect any other part of this Air Waybill. Unless otherwise indicated, FEDERAL EXPRESS CORPORATION, 2005 Corporate Avenue, Memphis, TN 38132, USA, is the first carrier of this shipment. Email address located at www.fedex.com.

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CALLE PADRE RUIZ CANDIL NUM. 28 JEREZ DE LA FRONTERA, 11405 (ES) ES	FedEx Express  J233023071020uv
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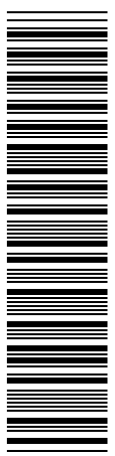
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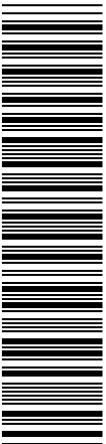
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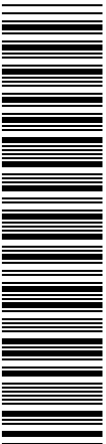
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